



Sept. 20, 1984

From the desk of:

Helen Beggun/ GRA

To:

John Frisco/ NYR

Attached are the corrected Superfund Assurance pages from NJDEP. In order to prevent confusion in the future regarding what constitutes the "official" application, we recommend that you treat them as follows:

- insert the corrected pages in front of the corresponding page in the original application; and
- cross out the page in the original application with an "x".

We will be doing the above with our copies of the applications. The approved application will be described in the grant with both the original date and the revised date.

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SDMS Document



82317

BERRY'S CREEK

currently in connection with the Berry's Creek (Morton Thiokol/Velsicol) Site are also described in Appendix A attached hereto.

C. State Representative

The State has designated Anthony Farro, Chief, Bureau of Site Management, Division of Waste Management, New Jersey Department of Environmental Protection, 8 East Hanover Street, CN-028, Trenton, New Jersey 08625, (609)984-3074, to serve as DEP Project Officer for this Cooperative Agreement.

D. Procurement

1. The State shall procure the services of contractors to do the work described in Tasks I, II (and III and IV if this Cooperative Agreement is amended to provide funding for these Tasks) of the SOW (Statement of Work) and shall make all payment to the contractors for that work. The State shall observe the procurement standards of 40 CFR Part 33.

those costs by way of letter of credit pursuant to the EPA Letter of Credit Users Manual.

- b. The total costs for the Task I work and those portions of Task V which are allocated to Task I management shall not exceed \$982,000 absent formal amendment of this Cooperative Agreement as provided in 40 CFR 30.700.
 - c. The total costs for the Task II work and those portions of Task V which are allocated to Task II management shall not exceed \$238,000 absent formal amendment of this Cooperative Agreement as provided in 40 CFR §30.700.
 - d. If the parties amend this Cooperative Agreement to undertake Task IV, EPA shall contribute ninety (90) percent of the cost of performing the remedial work described in Task IV and those portions of Task V allocated to management of Task IV of the SOW by way of letter of credit pursuant to the EPA Letter of Credit Users Manual. The State shall contribute ten (10) percent of the cost of performing the remedial work described in Task IV and those portions of Task V allocated to management of Task IV of the SOW.
2. Except as this Cooperative Agreement otherwise expressly provides, all costs incurred in performing the work called for by this Cooperative Agreement shall be allocated to the Tasks to

persons for liability under Sections 106 or 107 of CERCLA or any other provisions of law.

4. The acceptance of this Cooperative Agreement does not constitute a waiver of the State's rights to bring an action against any person or persons for liability under any applicable State or Federal law.

P. Quality Assurance/Quality Control

Thirty (30) days prior to performing any sampling in connection with this Cooperative Agreement, the State shall submit to the EPA Project Officer, for review and approval, a written Quality Assurance/Quality Control (QA/QC) Plan which delineates the prescribed sampling, chain of custody and analytical procedures to be followed for this project. This Plan must describe the measurement system(s) and the Quality Assurance/Quality Control procedures the State intends to use. The plan shall comply with the requirements set forth in 40 CFR Part 30.503(g) utilizing the guidelines specified in "Work Plan/QA Project Plan Guidance Document for Water Monitoring." The State shall allow EPA to conduct on-site quality assurance systems audits and shall participate in an EPA performance evaluation subject to the conditions for paragraph J above. In addition, the State shall submit a schedule for developing a QA Project Plan pursuant to 40 CFR Part 30.302(2).

Q. Relationship to the National Contingency Plan

The progress report will list target and actual completion dates for each element of activity, including project completion, and provide an explanation of any deviation from milestones in the approved proposal.

(2) Financial Management Report

This report should include the following elements:

- (a) Identification of site activity.
- (b) Actual expenditures, including fee and direct labor hours expended for this period.*
- (c) Cumulative expenditures (including fee) and cumulative direct labor hours.
- (d) Projection of expenditures for completing the project, including an explanation of any significant variation from the forecasted target.*
- (e) A graphic representation of proposed versus actual expenditures (plus fee), and comparison of actual versus target direct labor hours. A projection to completion will be made for both.

*Indicates data required for input to USEPA's Project Tracking System (PTS). Standardized input forms will be provided for monthly dating of project shares.

- b. Progress reports will be distributed monthly as follows:

<u>Technical Progress Reports</u>	<u>Financial Management Reports</u>	<u>Addressee</u>
6	6	State Project Officer

- c. Preliminary, Draft, and Final Reports

Preliminary reports shall be submitted following the completion of Task 1 through 8. These preliminary reports shall be considered first drafts and shall be updated to include USEPA and NJDEP comments. A draft final report shall be submitted for Task 9 within thirty (30) days after the completion of technical work. The report shall incorporate the interim reports and shall summarize the results and all activities taken at the site. A final report, including the error-free masters, shall be submitted within thirty (30) days, following approval of the draft.

- d. Report Distribution

Report distribution shall be as follows:

<u>Report</u>	<u>NJDEP</u>	<u>EPA</u>
Preliminary Reports	20	4
Interim Reports	20	4

Draft Final Reports	20	4
Final Report	20	4

Copies should be distributed as follows:

NJDEP: Anthony Farro
 NJ Dept. of Environmental Protection
 Division of Waste Management
 8 E. Hanover Street CN028
 Trenton, NJ 08625

EPA: John Frisco
 USEPA - Region II
 26 Federal Plaza
 New York, NY 10278

e. On-Site Activities

- (1) Any field sampling, collection and analyses conducted shall be documented, and chain of custody procedures shall be implemented in accordance with the criteria specified in USEPA guidance and QAPMP.
- (2) The contractor will be responsible to perform all activities on-site within the guidelines of an agreed-upon health and safety plan (to be submitted with proposal).

If the contractor discovers, during the performance of its work, any documents, labels, drums, bottles, boxes, other containers and any other physical materials which may provide and evidentiary link to the entity or entities which generated, handled and/or disposed of hazardous substances at this Site, it shall preserve and maintain any such materials pursuant to the procedures established in Attachment B, the "Evidence Documentation Protocol".

- (3) Development of reliable monitoring data is a critical part of the project. Therefore, considerable importance is attached to quality assurance of the sampling, analysis and data-handling aspects of the scope of work. Offerors are requested to describe, in detail, their quality assurance procedures as they would apply to this program. This should be done by submitting a written Quality Assurance (QA) Project Plan. (If subcontractors are to be used in this effort, the prime contractor has full responsibility for quality assurance of the subcontractors' efforts as well as his own efforts).

The Quality Assurance Project Plan shall contain, at a minimum, the guidelines presented in the USEPA document "Interim guidelines and Specifications for Preparing Quality Assurance Plans" (QAM-005/80) and NJDEP document "Quality Assurance Project Management Plan". These documents are available from the State Project Officer. Thirty (30) days prior to commencement of work, a complete Q.A. Project Management Plan must be submitted for review. NJDEP and USEPA approval of the Q.A. Project Management Plan must be received prior to initiation of environmental measurements. The comprehensive Quality Assurance Project Management Plan shall be submitted as a separate document Environmental measurement activities cannot begin until the Q.A. Project Management Plan has been approved by NJDEP and USEPA.

These program plans shall also include:

- (a) QA objectives for data measurement, in terms of precision, accuracy, completeness, representativeness and comparability.
- (b) Sampling procedures.
- (c) Sample custody.
- (d) Calibration procedures, references, and frequency.
- (e) Analytical procedures.
- (f) Data reduction, validation and reporting.
- (g) Internal QA checks and frequency.
- (h) QA performance audits, system audits, and frequency.
- (i) QA reports to management.
- (j) Preventative maintenance procedures and schedule.
- (k) Specific procedures to be used to routinely assess data precision, representativeness, comparability, accuracy and completeness of the specific measurement parameters involved. This section will be required for all QA project plans.
- (l) At the discretion of the State Project Officer, each offeror in the competitive range shall be required to demonstrate acceptable performance by analyzing not more than two unknown samples for each parameter anticipated. The results of the analyses of these samples shall be compared to known USEPA results for scoring purposes.

Each offeror, who is found to be in the competitive range, shall permit an on-site systems audit by authorized representatives of NJDEP and USEPA. The offeror shall bear the cost of providing space to conduct the audit and personnel time to respond to questions or otherwise respond to reasonable requirements of the audit.

f. Period of Performance

All work must be completed within twenty-four (24) months of the approval date of the proposal. This time frame includes submittal period for the preliminary studies/design discussed in the scope of work, as well as the review period required for the draft and final reports.

persons for liability under Sections 106 or 107 of CERCLA or any other provisions of law.

4. The acceptance of this Cooperative Agreement does not constitute a waiver of the State's rights to bring an action against any person or persons for liability under any applicable State or Federal law.

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Q. Relationship to the National Contingency Plan